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*To ensure access to high-quality,
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residents through direct services at
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university partners.*



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May 17, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO AGREEMENT WITH
LOS ANGELES BIOMEDICAL RESEARCH INSTITUTE
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

SUBJECT

Approval of an Amendment to extend the Agreement with Los Angeles BioMedical Research Institute for one year to continue medical research and education services at Harbor-UCLA Medical Center.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Director of Health Services (Director), or his designee, to execute an Amendment to Agreement No. H-201979 (Agreement) with Los Angeles BioMedical Research Institute (LA BioMed), effective upon execution, to extend the Agreement term for the period July 1, 2016 through June 30, 2017, for the continued provision of medical research and education services, at no cost to County, at Harbor-UCLA Medical Center (H-UCLA MC) and to update the Agreement provisions.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 May 17, 2016

LORI GLASGOW
EXECUTIVE OFFICER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow the Director, or his designee, to execute an Amendment to the Agreement with LA BioMed, substantially similar to Exhibit I, to extend the term of the Agreement for one year to June 30, 2017, for the continued administration of the grant-funded research and education projects on the H-UCLA MC campus. The recommended Amendment also adds a provision that summarizes those terms and conditions that would survive beyond the expiration or termination date of the Agreement. The current Agreement expires June 30, 2016.

The recommended extension period is necessary to provide sufficient time for the Department of Health Services (DHS) to develop and negotiate a replacement agreement with LA BioMed, and seek Board approval thereafter. Such agreement will ensure that all research projects conducted at H-UCLA MC: 1) align with H-UCLA MC's mission to improve the County's health care delivery system; 2) receive approval by H-UCLA MC, including appropriate research committees, prior to implementation; 3) do not adversely impact H-UCLA MC's limited resources for direct patient care; and 4) compensate H-UCLA MC for health care services provided to LA BioMed's research patients.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness/Fiscal Sustainability of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There is no net County cost or money exchanged under this Agreement for the use of County space by LA BioMed. LA BioMed provides in-kind services that both parties agree to offset the value of space support services provided by H-UCLA MC. H-UCLA MC also provides limited ancillary, therapeutic and diagnostic services for LA BioMed research patients, with reimbursement paid by LA BioMed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement enables LA BioMed to administer its medical research and education projects conducted at specific research buildings on the H-UCLA MC campus. Such projects are funded by non-County sources, including, but not limited to, government and private agencies, public foundations, and private donations. The Agreement also provides LA BioMed with access to H-UCLA MC facilities, patients, and medical records to the extent that such access is authorized by the contract.

On June 4, 2014, the Board approved an extension of the Agreement through June 30, 2015, including delegated authority to further extend the term through June 30, 2016, to provide sufficient time for the Chief Executive Office to negotiate and execute a Master Ground Lease Agreement (MGLA) with LA BioMed. The Board subsequently approved the MGLA, which consolidates the ground leases with LA BioMed for five existing research buildings, including certain occupancy provisions of the Agreement, and authorizes LA BioMed to construct two new medical research buildings at H-UCLA MC.

The Amendment will allow LA BioMed to continue its medical research and education services at H-

UCLA MC, while both parties negotiate a replacement agreement thereof.

Either party may terminate this Agreement at any time for any reason by giving at least ninety (90) days' prior written notice thereof to the other party, unless the parties agree to terminate earlier.

County Counsel has reviewed and approved Exhibit I as to form.

CONTRACTING PROCESS

During FY 2015-16, DHS developed a comprehensive replacement agreement, and is currently negotiating such agreement with LA BioMed. Upon agreement by both parties, DHS will return to the Board for approval to continue these essential projects for the benefit of all County patients.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendation will allow for the continued collaboration between DHS and LA BioMed in the administration of vital research projects at H-UCLA MC.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz".

Mitchell H. Katz, M.D.

Director

MHK:ck

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

MEDICAL RESEARCH AND EDUCATION AGREEMENT

Amendment No. 10

THIS AMENDMENT is made and entered into this _____ day of _____, 2016,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

LOS ANGELES BIOMEDICAL
RESEARCH INSTITUTE AT
HARBOR-UCLA MEDICAL
CENTER, a California Non-Profit
Public Benefit Corporation
(hereafter "Contractor")

Business Address:

1124 West Carson Street, No. 16
Torrance, California 90502

WHEREAS, reference is made to that certain document entitled "MEDICAL RESEARCH AND EDUCATION AGREEMENT," dated June 2, 1992, and further identified as Agreement No.: H-201979, and any amendments thereto (all hereafter referred to as "Agreement") and,

WHEREAS, it is the intent of the parties hereto to extend the term of the Agreement for a one year period, and to provide for the other changes set forth herein, so as to provide sufficient time for both parties to negotiate and replace the Agreement in its entirety; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 20, Alteration of Terms, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 1.0, Term of Agreement, is deleted in its entirety and replaced as follows:

"1.0. TERM OF AGREEMENT:

The term of this Agreement shall commence on July 1, 1991 and shall continue in full force and effect through June 30, 2017. Either party may terminate this Agreement at any time for any reason by giving at least ninety (90) days' prior written notice thereof to the other party, unless the parties agree to terminate earlier pending negotiation and execution of a successor agreement ."

3. Agreement is modified to add Paragraph 41, Survival, as follows:

"41 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Paragraph 5 (Reports, Records, and Audits)

Paragraph 6 (Financial Records)

Paragraph 18 (Indemnification and Insurance)

Paragraph 23 (Confidentiality)

Paragraph 41 (Survival)

Exhibit F-1 – Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)"

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

LA BioMed

By: 
Signature

David Meyer
Printed Name

President and CEO
Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
(Name and Title of County Counsel)